

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

STATE OF TEXAS §  
COUNTY OF JOHNSON §

KNOW ALL MEN BY THESE PRESENTS,

## RATIFICATION AND AMENDMENT OF OIL, GAS, AND MINERAL LEASE

This RATIFICATION AND AMENDMENT OF OIL, GAS, AND MINERALS LEASE ("Ratification and Amendment") is executed by Brazos Electric Power Cooperative, Inc ("Lessor"), on the one hand, and Chesapeake Exploration, L.L.C., successor in interest to Chesapeake Exploration Limited Partnership and Chesapeake Sigma, L.P. ("Lessee"), on the other hand. This Ratification and Amendment shall be effective as of the date of execution of this Ratification and Amendment by Lessor ("Effective Date").

WHEREAS, on January 27, 2006, Brazos, as Lessor, and Chesapeake Exploration Limited Partnership, as original lessee, entered into that certain Oil, Gas, and Mineral Lease covering 69.736 acres, more or less, of land located in Johnson County, Texas, and more particularly described and recorded in volume 3757, page 407 of the Official Public Records of Johnson County, Texas and as such Oil, Gas and Mineral Lease was amended on July 11, 2006, in that Amendment to Oil and Gas Lease recorded in volume 3992, page 652 of the Official Public Records of Johnson County, Texas ("Lease"). The "Leased Premises" means the lands subject to the Lease. Through various assignments, mergers, and/or name changes, Chesapeake Exploration, L.L.C. is the current lessee under the Lease; and

WHEREAS, certain disputes have arisen between Lessor and Lessee. As part of the settlement of the disputed claims, Lessor has agreed to this Ratification and Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor hereby COVENANTS, STIPULATES, and AGREES as follows:

1. The Lease is hereby amended by providing that, notwithstanding any pooling provisions in the Lease to the contrary, Chesapeake shall not have the right to

further amend or alter the S. Mann Unit or Tech Chemical Unit (except as previously approved by Brazos), or to pool all or any part of the Lease or interest therein with any other lands or interests without Brazos' prior written consent, which consent will not be unreasonably withheld. As thus amended herein, Lessor hereby ratifies, adopts, and confirms the Lease, and acknowledges that the Lease, as amended herein, is valid, subsisting, and in full force and effect. By executing this Ratification and Amendment, Lessor ratifies the Lease, as amended herein, as to all of its terms, but does not otherwise amend, modify or supplement its terms and provisions in any manner whatsoever.

2. The provisions of this Ratification and Amendment shall be binding upon Lessor and its respective beneficiaries, agents, representatives, successors, heirs, devisees, legatees, and assigns.

**BRAZOS ELECTRIC POWER COOPERATIVE, INC.**

By: Clifton Gandy

Date: \_\_\_\_\_

**CHESAPEAKE EXPLORATION, L.L.C**

Michael J. Morris *ccs*

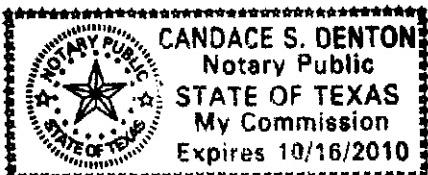
By: \_\_\_\_\_

Date: 3/06/09

STATE OF TEXAS §  
COUNTY OF JOHNSON §

BEFORE ME, the undersigned Notary Public in and for said county and state, on this date personally appeared Clifton Karnei, who is the duly authorized representative of Brazos Electric Power Cooperative, Inc., and is authorized to execute the foregoing instrument on its behalf, known to me as the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she has executed the same for the purposes and consideration therein expressed.

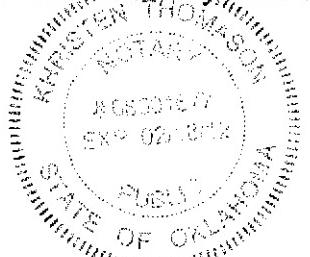
GIVEN under my hand and seal of office, this 19<sup>th</sup> day of February, 2009.



STATE OF TEXAS Oklahoma §  
§  
COUNTY OF Oklahoma §

BEFORE ME, the undersigned Notary Public in and for said county and state, on this date personally appeared Michael G. Harris who is the duly authorized representative of Chesapeake Exploration, L.L.C., and is authorized to execute the foregoing instrument on its behalf, known to me as the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she has executed the same for the purposes and consideration therein expressed.

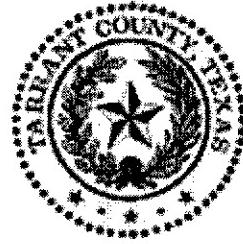
GIVEN under my hand and seal of office, this 6<sup>th</sup> day of March, 2009.



Christopher Thomas  
Notary Public, State of Oklahoma  
My Commission Expires: 2/18/12

**After Recording, Please Return to:**

Bart A. Rue  
Kelly Hart & Hallman LLP  
201 Main Street, Suite 2500  
Fort Worth, Texas 76102



KELLY HART & HALLMAN LLP  
201 MAIN ST STE 2500

FT WORTH TX 76102

Submitter: KELLY HART & HALLMAN LLP

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 03/09/2009 03:13 PM  
Instrument #: D209063711  
OPR 4 PGS \$24.00

By: \_\_\_\_\_



**D209063711**

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OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
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